

## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY – REGION IX

IN THE MATTER OF:	)	
Pemaco Superfund Site	)	Docket No. 2002-03
UNDER THE AUTHORITY OF THE	)	AGREEMENT AND
COMPREHENSIVE ENVIRONMENTAL	)	COVENANT NOT TO SUE
RESPONSE, COMPENSATION, AND	)	
LIABILITY ACT OF 1980, 42 U.S.C. § 9601	)	The Trust for Public Land and
<i>et seq.</i> , as amended.	)	The City of Maywood
	)	

I. INTRODUCTION

A. This Agreement and Covenant Not to Sue (“Agreement”) is made and entered into by and between the United States on behalf of the Environmental Protection Agency (“EPA”), The Trust for Public Land, and the City of Maywood, California (“City”). The Trust for Public Land and the City are collectively referred to as the “Settling Respondents.” EPA and the Settling Respondents are collectively referred to as the “Parties.”

B. This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended (“CERCLA”), and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

C. The Trust for Public Land is a private, national, non-profit organization under Section 501(c)(3) of the Internal Revenue Code, incorporated in California, with its principal office at 116 New Montgomery Street, San Francisco, CA. One of the primary activities of The Trust for Public Land is the acquisition of land for land conservation purposes.

D. The City is a local governmental entity incorporated in 1924, with its city hall at 4319 East Slauson Avenue, Maywood, CA.

E. As part of its land conservation program, The Trust for Public Land seeks to acquire certain property located in Los Angeles County at 5050 Slauson Avenue, Maywood, California

(the "Pemaco Property"). The Pemaco Property housed a chemical blending facility operated by Pemaco, Inc. from the late 1940s until 1991.

F. By a Final Rule published in the Federal Register on January 19, 1999 and effective February 18, 1999, EPA placed the Pemaco Property on the National Priorities List ("NPL") as the Pemaco Maywood Site.

G. The Trust for Public Land anticipates transferring to the City the Pemaco Property and other land parcels adjacent to and near the Pemaco Property that The Trust for Public Land has acquired and/or will be acquiring for development and use as a public park. The park will be part of the Los Angeles River Greenway, a system of public parks and paths that The Trust for Public Land, working together with cities and other public agencies, is developing along the 51-mile stretch of the Los Angeles River.

H. The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VII (Certification), VIII (United States' Covenant Not to Sue), IX (Reservation of Rights), and X (Settling Respondents' Covenant Not to Sue), the potential liability of the Settling Respondents for the Existing Contamination at the Property which liability would otherwise result from Settling Respondents becoming present owners of the Property.

I. The Parties agree that the Settling Respondents' entry into this Agreement, and the actions undertaken by the Settling Respondents in accordance with this Agreement, do not constitute an admission of any liability by the Settling Respondents, or any of them, for any purpose.

J. The resolution of this potential liability, in exchange for provision by the Settling Respondents to EPA of substantial benefits, is in the public interest. The anticipated benefits include:

! The Property, which is currently vacant, will be redeveloped as a public park with

access to the Los Angeles River;

- ! The park will form a part of the Los Angeles River Greenway;
- ! The park will complement the extension of existing bicycle paths along the Los Angeles River; and
- ! Recreational concessions in the park, such as bicycle and roller blade rentals, may be developed, which will contribute to the community's economic development.

## II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

1. "City" shall mean the City of Maywood, California, its departments, agencies, and instrumentalities.
2. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
3. "Existing Contamination" shall mean:
  - a. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement;
  - b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the effective date of this Agreement;
  - c. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the effective date of this Agreement; and
  - d. any hazardous substances, pollutants or contaminants at the Site originating outside the Property that have become commingled with hazardous substances, pollutants or contaminants within the scope of the foregoing subparagraphs a, b, and c of this

Paragraph 3.

4. "Parties" shall mean the United States on behalf of EPA, and the Settling Respondents.

5. "Pemaco Property" or "Property" shall mean that certain real property encompassing approximately 5 acres, located at 5050 Slauson Avenue in the City of Maywood, County of Los Angeles, California, and identified by EPA as the Pemaco Maywood Site, EPA ID# CAD980737092. The Pemaco Property's legal description is attached as Exhibit 1, and is depicted generally on the map attached as Exhibit 2.

6. "Settling Respondents" shall mean The Trust for Public Land and the City.

7. "Site" shall mean the Property and all areas where hazardous substances, pollutants and/or contaminants that may have migrated from the Property have come to be located.

8. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

### III. STATEMENT OF FACTS

9. Pemaco, Inc., a California corporation, owned and operated a chemical blending facility on the Pemaco Property from the late 1940s until 1991. Following a fire in 1993, EPA became actively involved at the Pemaco Site. EPA's response actions have included site assessments and the removal of underground storage tanks, aboveground storage tanks, drums containing hazardous substances, and the remains of a burned warehouse.

10. EPA's 1997 site assessment revealed that CERCLA hazardous substances, including chlorinated and non-chlorinated volatile organic compounds such as 1,3-dichloropropane, vinyl chloride, and trichloroethene, are located in subsurface soils on and about the Pemaco Property.

11. EPA intends to perform additional response actions at the Site as necessary to provide adequate protection of human health and the environment. Future response actions will likely include soil vapor extraction, and will include investigating the full extent of any ground water

contamination, and, if necessary, installation of a ground water extraction and treatment system.

12. EPA believes that upon completion of the remedy, the Pemaco Property will not present any significant risk to human health provided that it is used for recreational purposes only.

13. The Pemaco Property is encumbered by several liens. On May 1, 1998, The Trust for Public Land acquired the interest of the holder of the first priority deed of trust on the Pemaco Property pursuant to an assignment of the deed of trust and underlying obligation and intends to acquire the Pemaco Property by foreclosure or otherwise exercising its rights as the holder of the deed of trust on the Pemaco Property.

14. The Settling Respondents represent, and for the purposes of this Agreement EPA relies on the representation, that Settling Respondents' involvement with the Pemaco Property has been limited to their role as prospective purchasers of the Property.

#### IV. CONSIDERATION

15. In consideration of and in exchange for the United States' Covenant Not to Sue in Section VIII herein, Settling Respondents agree to pay the total amount of \$10,000, within thirty (30) days after the effective date of this Agreement, and further agree to:

a. assure that, upon transfer of title of the Pemaco Property from The Trust for Public Land to the City, the City will impose covenants, conditions and restrictions that run with the Property to preserve and protect the remedial action implemented by EPA for the Site, the form and substance of which covenants, conditions and restrictions shall be subject to review and approval by EPA;

b. require, as a condition of transferring title in the Pemaco Property to the City, that the City agree to provide routine security in the form of routine police car patrols for the equipment on the Pemaco Property installed by EPA for the performance of response activities;

c. allow EPA and its contractors continued access to the Pemaco Property for the performance of and maintenance of such response actions as may be necessary, including but not limited to soil vapor extraction, the investigation of the extent of ground water contamination, and the potential installation of a ground water extraction and treatment system; and

d. share with EPA all technical data from the Settling Respondents' environmental investigations of parcels adjacent to the Pemaco Property.

16. The Trust for Public Land shall make all payments required by Paragraph 15 of this Agreement in the form of a certified check made payable to "EPA Hazardous Substance Superfund," referencing the EPA Region IX, EPA Docket number 2002-03, Site ID # 099K, and name and address of The Trust for Public Land. The certified check, along with a transmittal letter, shall be sent to:

EPA Region IX  
Attn: Superfund Accounting  
P.O. Box 360863M  
Pittsburgh PA 15251

Notice of payment (including a copy of the checks and transmittal letter) shall be sent to those persons listed in Section XV (Notices and Submissions) and to:

Donald Loi  
Financial Management Specialist (PMD-6)  
U.S. EPA Region IX  
75 Hawthorne Street, San Francisco, CA 94105

Section Chief  
Environmental Enforcement Section  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Attn: Cynthia Huber  
DOJ Ref. 90-11-3-06958/1

The amount paid pursuant to this Agreement shall be deposited into a Pemaco Special Account

and shall be retained and used to conduct or finance response actions at or in connection with the Pemaco Superfund Site, or transferred by EPA to the EPA Hazardous Substance Superfund. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

#### V. ACCESS / NOTICE TO SUCCESSORS IN INTEREST

17. Commencing upon the respective dates that the Settling Respondents (or any one or more of them) acquire title to the Property, such Settling Respondents agree to provide to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site, to the extent access to such other property is controlled by the Settling Respondents, for the purposes of performing and overseeing response actions at the Site under federal law. EPA agrees to provide reasonable notice to the Settling Respondents of the timing of response actions to be undertaken at the Site. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* ("RCRA"), and any other applicable statute or regulation, including any amendments thereto.

18. Within 30 days after the effective date of this Agreement, The Trust for Public Land shall file a certified copy of this Agreement for recording in the Official Records of the Los Angeles County Recorder, Los Angeles County, State of California. Thereafter, each deed, title, or other instrument conveying a fee interest in the Pemaco Property shall contain a notice stating that such Property is subject to this Agreement. A copy of any such instrument conveying fee

title shall be sent to the EPA address as listed in Section XV (Notices and Submissions).

19. The Settling Respondents shall ensure that the respective assignees, successors in interest, lessees, and sublessees of the Pemaco Property shall provide the same access and cooperation, as described in this Agreement. The Settling Respondents shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases, subleases, assignments or transfers of the Pemaco Property or an interest in the Pemaco Property, by Settling Respondents, are consistent with this Section and Section XI (Parties Bound/Transfer of Covenant) of the Agreement.

#### VI. DUE CARE / COOPERATION

20. The Settling Respondents shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State, and federal laws and regulations. In entering into this Agreement, the Parties recognize that the Settling Respondents will be acquiring the Property for redevelopment as a public park and will be conducting park development, construction, operation and maintenance activities ("Park Development Activities") on and about the Property. In order to minimize or eliminate the possibility that Park Development Activities would constitute a cause of, contribution to, or exacerbation of the Existing Contamination, the Parties intend that Park Development Activities will be approved by EPA, and implemented as approved by Settling Respondents, their successors in interest, employees, contractors and subcontractors. The Settling Respondents recognize that the implementation of response actions at the Site by EPA and its contractors may interfere with the Settling Respondents' use of the Property. Settling Respondents agree to cooperate fully with EPA in the implementation of response actions at the Site and further agree not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to

cooperate with Settling Respondents and to use reasonable efforts to minimize any interference with the Settling Respondents' operations by such entry and response. In the event that the Settling Respondent that owns, or is otherwise in possession and control of the Property, becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, such Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. §9603, or any other law, immediately notify EPA of such release or threatened release.

#### VII. CERTIFICATION

21. By entering into this Agreement, the Settling Respondents certify that to the best of their knowledge and belief they have fully and accurately disclosed to EPA all information known to Settling Respondents and all information in the possession or control of their respective officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to their qualification for this Agreement. The Settling Respondents also certify that to the best of their knowledge and belief they have not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondents is not materially accurate and complete, the Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

#### VIII. UNITED STATES' COVENANT NOT TO SUE

22. Subject to the Reservation of Rights in Section IX of this Agreement, upon payment

of the amount specified in Section IV (Consideration), the United States covenants not to sue or take any other civil or administrative action against Settling Respondents for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), or Section 7003 of RCRA, 42 U.S.C. § 6973, with respect to the Existing Contamination.

#### IX. RESERVATION OF RIGHTS

23. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII (United States' Covenant Not to Sue). The United States reserves, and the Agreement is without prejudice to, all rights against Settling Respondents with respect to all other matters, including but not limited to, the following:

a. claims based on a failure by Settling Respondents to meet a requirement of this Agreement, including but not limited to Section IV (Consideration), Section V (Access / Notice to Successors in Interest), Section VI (Due Care / Cooperation), and Section XIV (Payment of Costs);

b. any liability resulting from past or future releases of hazardous substances, pollutants, or contaminants, at or from the Site caused or contributed to by Settling Respondents, their successors, assignees, lessees or sublessees;

c. any liability resulting from exacerbation by Settling Respondents, their successors, assignees, lessees or sublessees, of Existing Contamination;

d. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Property after the effective date of this Agreement, not within the definition of Existing Contamination;

e. criminal liability;

f. liability for damages for injury to, destruction of, or loss of natural resources,

and for the costs of any natural resource damage assessment incurred by federal agencies other than EPA; and

g. liability for violations of local, State or federal law or regulations.

24. With respect to any claim or cause of action asserted by the United States, the Settling Respondents shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable to Existing Contamination.

25. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement, excepting Settling Respondents' immediate and subsequent successors in interest to the Pemaco Property consented to in writing by EPA pursuant to Paragraph 30 of this Agreement.

26. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties, other than the Settling Respondents and their successors in interest to the Pemaco Property consented to in writing by EPA pursuant to Paragraph 30 of this Agreement, to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law. Settling Respondents acknowledge that they are acquiring property where response actions may be required.

#### X. SETTLING RESPONDENTS' COVENANT NOT TO SUE

27. In consideration of the United States' Covenant Not To Sue in Section VIII of this Agreement, the Settling Respondents hereby covenant not to sue and not to assert any claims or causes of action against the United States, including any department, agency or instrumentality of

the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, (i) any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law, (ii) any claim under CERCLA Sections 107 or 113 related to the Site, (iii) any claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities, and (iv) any claims arising from the imposition of covenants, conditions and restrictions on the Property pursuant to Paragraph 15(a) or the imposition of access rights pursuant to Paragraph 15(c) of this Agreement.

28. The Settling Respondents reserve, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval, if any, of the Settling Respondents' plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

#### XI. PARTIES BOUND / TRANSFER OF COVENANT

29. This Agreement shall apply to and be binding upon the United States and shall apply to and be binding upon the Settling Respondents and their respective officers, directors, board members, appointed and elected officials, employees, and agents. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

30. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondents under this Agreement may be assigned or

transferred by Settling Respondents, or any of them, to any person with the prior written consent of EPA in its sole discretion; provided, however, that EPA hereby consents to the assignment or transfer of the rights and obligations of The Trust for Public Land under this Agreement to the City in connection with, and for the purpose of, developing the Property as a public park, and no further consent of EPA is required for purposes of this Paragraph 30.

31. The Settling Respondents agree to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the benefits conferred by this Agreement.

32. In the event of an assignment or transfer of the Pemaco Property or an assignment or transfer of an interest in the Pemaco Property, except the transfer of the Property from The Trust for Public Land to the City, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Pemaco Property, the assignee or transferee, except the City, must consent in writing to be bound by the terms of this Agreement, including but not limited to the certification requirement in Section VII of this Agreement, in order for the Covenant Not To Sue in Section VIII to be available to that party. The Covenant Not To Sue in Section VIII shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA. Upon EPA's acceptance of the assignee's or transferee's consent to be bound by the terms of this Agreement, Settling Respondents shall continue to have the rights and benefits afforded by Section VIII (United States' Covenant Not to Sue) and Section XIX (Contribution Protection) of the Agreement, but shall have no further obligations under this Agreement with respect to the Property transferred except as set forth in Section X (Settling Respondents' Covenant Not to Sue) and Section XIII (Document Retention).

## XII. DISCLAIMER

33. Except as expressly set forth in Paragraph 12 of this Agreement, this Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment which may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site are fit for any particular purpose.

## XIII. DOCUMENT RETENTION

34. The Settling Respondents agree to retain and make available to EPA all business and operating records, contracts, site studies and investigations, and documents relating to operations at the Property, for at least ten years following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondents shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any such documents at the expense of EPA.

## XIV. PAYMENT OF COSTS

35. If the Settling Respondents fail to comply with the terms of this Agreement, they shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

## XV. NOTICES AND SUBMISSIONS

36. All notices given and submissions made pursuant to this Agreement, including without limitation the Settling Respondents' Park Development Activities to be approved by EPA (as described in Paragraph 20), shall be sent to the addressee(s) at their respective address(es) set forth below or to such other address(es) as the Parties may in future indicate in writing.

As to the United States or EPA:

Director, Superfund Division  
EPA Region IX (Caraway, SFD-7-2)  
75 Hawthorne Street  
San Francisco, California 94105

As to The Trust for Public Land:

The Trust for Public Land  
Los Angeles Office  
3250 Wilshire Blvd.  
Suite 2003  
Los Angeles, California 90010  
(Attn: Michael Ramirez)

The Trust for Public Land  
Western Region  
116 New Montgomery Street  
Third Floor  
San Francisco, California 94105  
(Attn: Tily Shue, Esq.)

As to the City of Maywood:

David Olivas, Esq.  
Leal Olivas & Jauregui  
333 South Hope Street  
Suite 3125  
Los Angeles, CA 90071

**XVI. EFFECTIVE DATE**

37. The effective date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondents that EPA has fully executed the Agreement after review of and response to any public comments received.

**XVII. TERMINATION**

38. If any Party believes that any or all of the obligations under Section V (Access / Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

### XVIII. CONTRIBUTION PROTECTION

39. With regard to claims for contribution against Settling Respondents, the Parties hereto agree that the Settling Respondents, and their successors in interest to the Property consented to in writing by EPA pursuant to Paragraph 30 of this Agreement, are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Agreement. The matters addressed in this Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person for the Site with respect to the Existing Contamination.

40. The Settling Respondents agree that with respect to any suit or claim for contribution brought by them for matters related to this Agreement, they shall notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

41. The Settling Respondents also agree that with respect to any suit or claim for contribution brought against them for matters related to this Agreement, they shall notify in writing the United States within 10 days after service of the complaint on them.

### XIX. EXHIBITS


42. Attached hereto as Exhibit 1 is a legal description of the Pemaco Property which is the subject of this Agreement.

43. Attached hereto as Exhibit 2 is a map depicting the Property and surrounding area.

### XX. PUBLIC COMMENT

44. This Agreement shall be subject to a thirty-day public comment period, after which EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

**IT IS SO AGREED:**  
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**BY:**

  
\_\_\_\_\_  
Keith Takata  
Director, Superfund Division, Region IX


Date: 12/7/2001

**IT IS SO AGREED:**  
**UNITED STATES DEPARTMENT OF JUSTICE**  
**BY:**

\_\_\_\_\_  
John C. Cruden  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice

Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**THE TRUST FOR PUBLIC LAND**  
**BY:**

  
\_\_\_\_\_  
William B. Rogers, President

Date: 10/10/01

**IT IS SO AGREED:**  
**THE CITY OF MAYWOOD**  
**BY:**

\_\_\_\_\_  
Samuel A. Peña, Mayor

Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
BY:

\_\_\_\_\_  
Keith Takata  
Director, Superfund Division, Region IX

Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**UNITED STATES DEPARTMENT OF JUSTICE**  
BY:

Walker B Smith  
Walker B. Smith *by CSH*  
Principal Deputy Section Chief  
Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice

Date: 12-21-01

**IT IS SO AGREED:**  
**THE TRUST FOR PUBLIC LAND**  
BY:

\_\_\_\_\_  
William B. Rogers, President

Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**THE CITY OF MAYWOOD**  
BY:

\_\_\_\_\_  
Samuel A. Pena, Mayor

Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**BY:**

\_\_\_\_\_  
Keith Takata  
Director, Superfund Division, Region IX

Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**UNITED STATES DEPARTMENT OF JUSTICE**  
**BY:**

\_\_\_\_\_  
John C. Cruden  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice


Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**THE TRUST FOR PUBLIC LAND**  
**BY:**

\_\_\_\_\_  
William B. Rogers, President

Date: \_\_\_\_\_

**IT IS SO AGREED:**  
**THE CITY OF MAYWOOD**  
**BY:**

  
\_\_\_\_\_  
Samuel A. Peña, Mayor

Date: 10/16/01

EXHIBIT 1

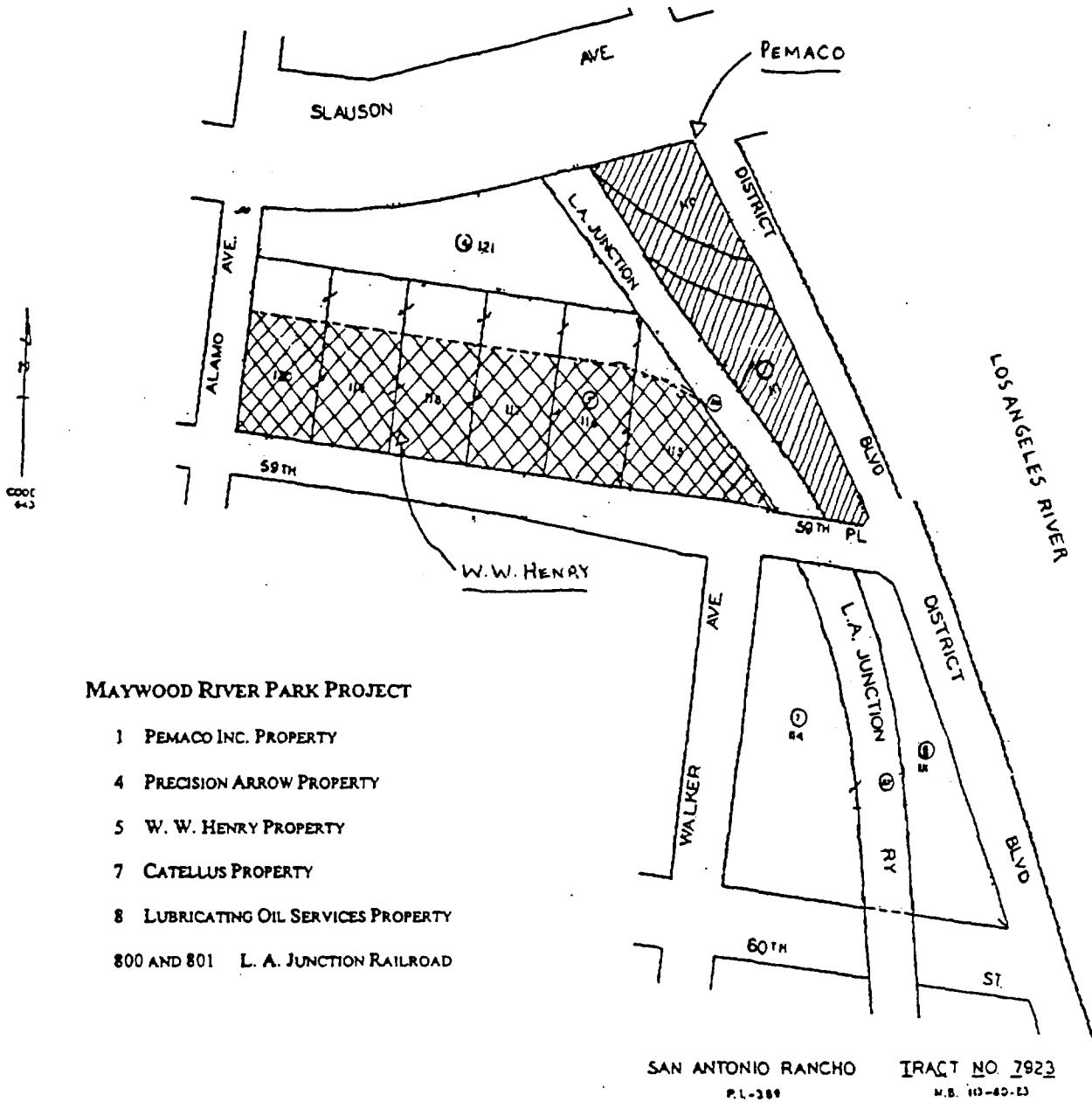
LEGAL DESCRIPTION

PORTIONS OF LOTS 110 AND 111 OF TRACT NO. 7923, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN IN BOOK 113 AT PAGES 80 TO 83 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY, AND A PORTION OF THE RANCHO SAN ANTONIO AS SHOWN ON MAP RECORDED IN BOOK 1 AT PAGE 389 OF PATENTS, RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 110; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF DISTRICT BLVD. (FORMERLY RIVERSIDE DRIVE) AS SHOWN ON SAID MAP OF TRACT 7923 TO A POINT WHICH IS NORTHWESTERLY THEREON 10 FEET FROM THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF 59TH PLACE, 38 FEET IN WIDTH, AS DESCRIBED IN DEED RECORDED IN BOOK 19095, PAGE 401 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY; THENCE SOUTH  $36^{\circ} 52' 29''$  WEST 9.90 FEET TO THE NORTHERLY LINE OF SAID 59TH PLACE; THENCE NORTH  $82^{\circ} 47' 15''$  WEST THEREON 24.56 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 46-FOOT WIDE STRIP OF LAND DESCRIBED IN DEED RECORDED IN BOOK 4812, PAGE 341 OF SAID OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG SAID LAST NORTHEASTERLY LINE, WHICH IS A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 596.70 FEET, A DISTANCE OF 111.22 FEET TO THE END OF SAID CURVE IN SAID NORTHEASTERLY LINE; THENCE NORTH  $53^{\circ} 51' 40''$  WEST 54.60 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 32 FEET NORTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF THE SAID STRIP OF LAND; THENCE NORTH  $39^{\circ} 01'$  WEST ON SAID PARALLEL LINE 359.23 FEET TO THE SOUTHEASTERLY LINE OF SLAUSON AVENUE DESCRIBED AS PARCEL 1 IN DEED RECORDED IN BOOK 18529, PAGE 387 OF SAID OFFICIAL RECORDS; THENCE NORTH  $76^{\circ} 56' 45''$  EAST ALONG SAID SOUTHEASTERLY STRAIGHT LINE AND ITS NORTHEASTERLY PROLONGATION 156.33 FEET TO THE SOUTHWESTERLY LINE OF SAID RIVERSIDE DRIVE; THENCE SOUTHEASTERLY ALONG LAST SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, GAS, OR OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT RIGHT OF ENTRY, AS RESERVED UNTO CHANSLOR-CANFIELD MIDWAY OIL COMPANY, IN DEEDS RECORDED IN BOOK 20565, PAGES 1 ET SEQ., AND IN BOOK 2211, PAGE 193 OF SAID OFFICIAL RECORDS.

# EXHIBIT 2



## MAYWOOD RIVER PARK PROJECT

- 1 PEMACO INC. PROPERTY
- 4 PRECISION ARROW PROPERTY
- 5 W. W. HENRY PROPERTY
- 7 CATELLUS PROPERTY
- 8 LUBRICATING OIL SERVICES PROPERTY
- 800 AND 801 L. A. JUNCTION RAILROAD